(11) An account of the daily collections at the several gates shall be maintained by the contractor and at the end of every month, a copy thereof shall be sent to the Vice-President for check. The account shall be open to inspection at all times by the President, Vice-President, Amildar of Chiknayakanhalli Taluk or such other officer or councillor of the Municipality as the President may specially authorise on this behalf

(12) The right shall not be transferred by sale or gift, or otherwise or sub-rented without the previous sanction of the President, who reserves to himself the right to reject any application thereof without assigning reasons.

(13) The names of persons appointed by the contractor in connection with the levy of toll at the several gates shall be previously reported to the Vice-President.

(14) The contractor shall be responsible for the due fulfilment of the terms of contract and in the event of any infringement of any of the conditions thereof, it shall be competent to the President to impose upon the contractor a fine not exceeding Rs. 10 for every such act of infringement. The fines so imposed shall be paid up at once by the contractor, and in case of default, it shall be competent to the President to suspend further collection of toll by the contractor, and to dispose of the right to collect toll during the remaining period of the year by sale, or otherwise, as he may determine, such resale or other disposal being at the risk of the defaulting contractor in the manner explained (i) *supra*.

(1) The imposition of fine or the cancellation of the contract under the preceding para shall be no bar to the prosecution of the contractor, or his employees for any offence or to the institution of other legal steps against them, under any law in force for the time being.

(15) The contractor shall give to the persons paying the toll a proper receipt showing the date and hour of payment of toll.

H. P. GANGADHARPPA,
President.

OFFICE OF THE PRESIDENT, DISTRICT BOARD, HASSAN.

Notification dated 24th March 1926.

The right to collect market fees as noted in Schedules A and B during the official year 1926-27, will be sold by public auction at the places and on the dates noted in Schedule A, from 12 noon to 5 P.M.

2. Persons intending to bid at the sale must attend in person or by a duly accredited agent. Every such person should deposit beforehand an amount equal to one-sixth of the contract amount for the previous year as shown in Schedule A, as earnest money. The deposits of all the bidders, except the first two or three whose bids are to be recommended for acceptance, will be returned at the close of the sale. The deposit of the successful bidder, who will be called the contractor, will be returned only on fulfilment of the contract. The deposits of the remaining bidders will be returned soon after the confirmation of the sale.

3. The sale will not become absolute, until confirmed by the authority noted in Schedule A, who reserves the final power of refusing or accepting without assigning any reason whatever, the highest or any bid that may be offered.

4. The contractor shall, within fifteen days of the receipt or information of confirmation of the sale in his favour, execute an agreement on a duly stamped paper binding himself and his heirs to observe the conditions hereinafter set forth and to be subject to the penalties, forfeitures and liabilities referred to therein and shall furnish, if he does not hold property in Mysore, at least two sureties who own sufficient properties in the Mysore State for the due performance of the contract.

5. The contract shall not be transferred by sale, gift or otherwise or sub-lease without the previous sanction of the President, District Board.

6. The contract amount shall be paid in twelve equal instalments in advance on the first day of every month into the Taluk Board Office.

7. The contractor shall have no claim to the fees recovered from persons compounding the payment of fees in accordance with the standing rules and orders approved by Government.

8. Interest at 9 per cent per annum shall be levied on all overdue amounts till date of payment.

9. The contractor shall collect fees only at the rates and at the place (*viz.*, within the premises of the santhe bazaar) on the shandy days, on the items specified in Schedules A and B.

10. The contractor shall give to the person paying the market fees a proper receipt showing the amount and items and date of payment of market fees.

11. The contractor shall keep at the Santhe bazaar, true accounts of the weekly collections and the items on which they were made. These accounts shall be open to the inspection of the Deputy Commissioner, the President and the Vice-President, District Board, the Assistant Commissioner. He shall, if required by the President, District Board, furnish to the District Board Office, at the end of every month, a true return for the month showing the goods brought into market, in the prescribed form.

12. The contractor shall not be entitled to any remission of the contract amount or to any compensation on account of seasonal conditions or any other cause whatever.

13. The contractor shall conform generally to the provisions of the Local Boards and Village Panchayets Regulation and to the rules and bye-laws in force in respect of this matter. He shall recognise all exemptions made by the statue or rules in force for the time being. He shall pay special attention to the following point:—

(a) A table of authorised fees shall be legibly written in English and Kannada and shall be put up in a conspicuous place near the market.

14. Any breach of the above conditions or rules on the part of the contractor or his servants will entail the forfeiture of the deposit or the levy of a fine not exceeding Rs. 50, for each infringement. If the fine be not paid or in the event of instalments or other sums due are not paid within the prescribed date, it shall be competent to the President, District Board, to suspend further collection of market fee by the contractor and dispose of the right to collect the market fees during the remaining period by a resale or otherwise. The resale will be held at the risk of the defaulting contractor who shall be liable to make good all losses accruing, but shall not be entitled to any profits arising from the resale.

15. The imposition of fine or resale of the contract shall be no bar to the prosecution of the contractor or his employees for any offence or to the institution of other legal steps against them under any law in force for the time being.

N.B.—Persons who are in arrears in respect of khists of tolls, ferries and market fees of previous years will not be permitted to bid at the sale.

N. S. NANJUNDIAH,
President,